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RECEIVED

MAY 23 2003

TN REGULATORY AUTHORITY
TELECOMMUNICATIONS DIVISION

May 23, 2003

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

03 - 450

Dear Mr. Werner:

03-00366

SUBJECT: Tariff Filing to Modify Language Regarding Special Contracts

Attached is the following tariff filing of BellSouth Telecommunications, Inc., issued May 23, 2003. We request that this tariff be effective June 23, 2003.

General Subscriber Services Tariff

Section A5 - Second Revised Page 6.1
- Fifth Revised Page 8

Private Line Services Tariff

Section B5 - Eighth Revised Page 3
- Second Revised Page 4

This Tariff is being filed to modify existing tariff language regarding special contracts. Additional details can be found in the Executive Summary that is included in this package. These proposed changes do not affect any existing tariffed rates. Therefore, no supporting price regulation information is required.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have any questions or wish to discuss.

Yours truly,

Attachments

EXECUTIVE SUMMARY

This tariff proposes modifications to general tariff language regarding special contracts that include special rates and terms negotiated between BellSouth and business customers. These modifications update the existing language and reflect recently enacted legislation.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.4 Special Service Arrangements

A5.4.1 General

- A. Where practicable, special equipment and arrangements,^{1,2,3} not otherwise provided for in this Tariff, are furnished *pursuant to § 65-5-201*, if they are in accord with authorized service offerings and if they are to be used in connection with and not detrimental to any of the services furnished by the Company. The Company may provide such special service arrangements when the nature and magnitude of the provision is sufficient to impose the need for specific customer pricing. *Special pricing arrangements are available for resale by competitive local exchange carriers, including certified resellers of telecommunications services. BellSouth will make these special service arrangements available to similarly situated customers. These Special Service Arrangements shall be effective immediately upon filing of such rates and terms with the Tennessee Regulatory Authority. Effective May 23, 2003, BellSouth will no longer include summaries of Special Service Arrangements in its tariff but will instead provide a copy of each Special Service Arrangement to the TRA, and such copies shall constitute open records available for public inspection. For additional information, refer to the Authority's web site (<http://www.state.tn.us/tra>).* Charges for such special service arrangements will be based on the estimated costs of furnishing them, such costs to consist of the following items to the extent they are applicable:

1. Cost of maintenance.
2. Cost of operation.
3. Depreciation on the estimated cost installed of the facilities utilized, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
4. Administration and taxes on the basis of reasonable average charges for these items.
5. Any other specific items of expense associated with the particular situation.
6. A reasonable amount, computed on the estimated cost installed of the facilities utilized, for return and contingencies.

Note 1: In order to meet Open Network Architecture (ONA) requirements, the Company, upon customer request, will produce a special arrangement for WatchAlert® service and Performance and Fault Management Service based upon criteria in A5.4.1.

Note 2: WatchAlert® service is a service for alarm and/or monitoring companies for residential and business line customers or to other entities that perform alarm and/or security monitoring. WatchAlert® service provides for the continuous transmission of signals which can identify a change in the status of alarm monitoring sensors located on a client's premises. WatchAlert® service utilizes a scanner located in the client's serving wire central office and connected to the client's single party exchange access line. The scanner is used to repetitively poll a customer provided Subscriber Terminal Unit (STU), connected to alarm or monitoring sensors. A change in status being transmitted through the scanner to two centrally located message switches. These message switches will then transmit the change in status of the STU involved to the appropriate alarm agency via two private line Type 2141 channels.

Note 3: The Performance and Fault Management Service (PFMS) is a mechanized presentation system which would allow customers to perform specific surveillance and trouble isolation functions through interfaces to specific Operational Support Systems, i.e., Loop Maintenance Operation System/Metallic Loop Test (LMOS/MLT) and #2 Switching Control Center System (#2SCCS). In addition, it would allow customers to window into other Element Management Systems such as Administrative Management Service (AMS) and Netview/Netmaster. Surveillance and trouble isolation functions include such things as: Graphic Network Surveillance, Trunk and Line Alarm Monitoring, Trunk and Line Out-of-Service reports, MLT and Digital Service Loop testing, and Database Browsing for trouble isolation by individual or groups of telephone numbers and/or circuit numbers.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.5 Reserved For Future Use

A5.6 Contract Service Arrangements

Contract Service Arrangements *implementing special negotiated rates and terms shall be available pursuant to T.C.A. § 65-5-201. Contract Service Arrangements are available for resale by competitive local exchange carriers, including certificated resellers of telecommunication services. BellSouth will make these Contract Service Arrangements available to similarly situated customers. These Contract Service Arrangements shall be effective immediately upon filing of such rates and terms with the Tennessee Regulatory Authority.* (C)

Effective May 23, 2003, BellSouth will no longer include summaries of Contract Service Arrangements in its tariff but will instead provide a copy of each Contract Service Arrangement to the TRA and such copies shall constitute open records available for public inspection. For additional information, refer to the Tennessee Regulatory Authority's web site (<http://www.state.tn.us/tru>).

A5.6.1 Rates and Charges

A. The following is a listing of rates and charges to subscribers requiring contract service arrangements.

1. Case No. 89-511-F.G.

- a. This customer will have the option of accepting the Digital ESSX[®] service rates as specified in this Tariff, when approved, for the same contractual period specified under the terms of this agreement.

Definitions of Digital Line Cards

A Card - Line equipment required for basic ESSX[®] service station operation.

C Card - Line equipment required for the operation of the Electronic Business Sets.

D Card - Line equipment required for the operation of Data Path Lines.

This Contract Service Arrangement provides Digital ESSX[®] service in a DMS100 central office. Rates are stabilized for two years with three one-year renewal options. A minimum service period of twenty-four months is required.¹ The rate includes a .5 mile loop, intercom and ESSX[®] service features. These rates were based on a regional customer with a minimum of 1900 stations served from a digital switch.

A statewide monthly rate for Digital ESSX[®] service is shown in (2) following. The rate includes a .5 mile loop, intercom and ESSX[®] service features. Tariff nonrecurring charges associated with these features, as listed in (24) thru (44) following apply.

A statewide monthly rate for Digital ESSX[®] service lines equipped with customer-provided electronic telephone sets (P-Phones) is shown in (3) following. The rate includes a .5 mile loop, intercom and ESSX[®] service features. Tariff nonrecurring charges associated with these features, as listed in (45) following apply.

Regulations for Digital ESSX[®] service apply as specified in Section A12. of this Tariff.

Following are station quantity restrictions for features included in the Digital ESSX[®] service basic station line rate and the rate for station lines equipped with customer-provided Electronic Telephone Sets.

(1) Service Establishment Charge

	Nonrecurring Charge \$-	24 Months Monthly Rate \$-	USOC NA
(a) Per arrangement			
(2) ESSX [®] service Station Line (includes .5 mile loop, intercom and features)			
(a) Each	-	8.52	ZZ6U1

Note 1: These rates and charges are in addition to any Foreign Exchange (FX), Foreign Central Office (FCO), Network Access Register (NAR), and/or CALC (EULAC) charges as specified in this Tariff and the Access Services Tariff.

EFFECTIVE: June 23, 2003

B5. APPLICATION OF CONSTRUCTION (TERMINATION AND ADDITIONAL CHARGES)

B5.3 Poles On Private Property (Cont'd)

- B. Poles on private property to be used to serve more than one customer or to be used as a part of the standard distributing plant serving customers in general are furnished, maintained and owned by the Company, subject to such construction charge as may be applicable.
- C. Circuits on poles on private property are furnished, owned and maintained by the Company.

B5.4 Reserved For Future Use

B5.5 Reserved For Future Use

B5.6 Special Service Arrangements

B5.6.1 General

- A. Where practicable, special equipment and arrangements, not otherwise provided for in this Tariff, are furnished pursuant to § 65-5-201, if they are in accord with authorized service offerings and if they are to be used in connection with and not detrimental to any of the services furnished by the Company. Charges for such special service arrangements will be based on the estimated costs of furnishing them. *Special pricing arrangements are available for resale by competitive local exchange carriers, including certified resellers of telecommunications services. BellSouth will make these special service arrangements available to similarly situated customers. These Special Service Arrangements shall be effective immediately upon filing of such rates and terms with the Tennessee Regulatory Authority. Effective May 23, 2003, BellSouth will no longer include summaries of Special Service Arrangements in its tariff but will instead provide a copy of each Special Service Arrangement to the TRA, and such copies shall constitute open records available for public inspection. For additional information, refer to the Authority's web site (<http://www.state.tn.us/tra>).* (C)
- B. Initial service periods exceeding one month may be necessary for facilities and equipment provided under a special service arrangement.

B5.6.2 Rates and Charges

- A. The Company shall file a tariff that lists the terms and conditions of the special service arrangement in this section of the Tariff.

Case No. TN01-A728-00

- a. This Special Service Arrangement provides for IntraLATA DS1 channel interface for InterLATA BellSouth® SMARTPath® service for a minimum service period of thirty-six (36) months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

- (1) BellSouth® SMARTPath® Service DS3 Transport-Optional Features and Functions-Per 28 DS1 Channel System on a DS3 SMARTPath DS3 Area Junction at a serving wire center-28 DS1 Channel System and DS1 Channel Interfaces-Per DS1 on a 28 DS1 Channel System

	Nonrecurring Charge	36 Months Monthly rate	USOC
(a) First Service Installed	\$-	\$20.00	WWWKG
(b) Additional Service Installed	-	20.00	WWWKG
(2) Contract Preparation Charge			
(a) Per arrangement	257.00	-	WGGVF

Case No. TN01-C220-00

- a. This Special Service Arrangement provides for IntraLATA DS1 channel interface for InterLATA BellSouth® SMARTPath® service for a minimum service period of thirty-six (36) months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

- (1) BellSouth® SMARTPath® Service DS3 Transport-Optional Features and Functions-Per 28 DS1 Channel System on a DS3 SMARTPath DS3 Area Junction at a serving wire center-28 DS1 Channel System and DS1 Channel Interfaces-Per DS1 on a 28 DS1 Channel System.

	Nonrecurring Charge	36 Months Monthly rate	USOC
(a) First Service Installed	\$-	\$20.00	WWWKG
(b) Additional Service Installed	-	20.00	WWWKG
(2) Contract Preparation Charge			
(a) Per arrangement	257.00	-	WGGVF

® Registered Service Mark of BellSouth Intellectual Property Corporation

® BellSouth is a registered trademark of BellSouth Intellectual Property Corporation

B5. APPLICATION OF CONSTRUCTION (TERMINATION AND ADDITIONAL CHARGES)

B5.7 Contract Service Arrangements

Contract Service Arrangements implementing special negotiated rates and terms shall be available pursuant to T.C.A. § 65-5-201. Contract Service Arrangements are available for resale by competitive local exchange carriers, including certificated resellers of telecommunication services. BellSouth will make these Contract Service Arrangements available to similarly situated customers. These Contract Service Arrangements shall be effective immediately upon filing of such rates and terms with the Tennessee Regulatory Authority. (C)

Effective May 23, 2003, BellSouth will no longer include summaries of Contract Service Arrangements in its tariff but will instead provide a copy of each Contract Service Arrangement to the TRA and such copies shall constitute open records available for public inspection. For additional information, refer to the Tennessee Regulatory Authority's web site (<http://www.state.tn.us/tra>).

B5.7.1 Rates and Charges

A. The following is a list of rates and charges to subscribers requiring contract service arrangements:

1. Case No. 93-1621-01

a. This contract service arrangement provides rates for MegaLink® service. Rates are stabilized for five years.

(1) Service Establishment Charge

	Nonrecurring Charge	60 Months Monthly Rate	USOC
(a) Per arrangement	\$1,120.00	\$-	NA
(2) Digital Local Channel ^{1,2}			
(a) Each	105.00	80.00	D1GLC
(3) Service Establishment Charge, per MegaLink® service channel			
(a) Each	575.00	-	NA

2. Case No. 94-0240-03

a. This contract provides rates for MegaLink® service for locations, 158 Madison and 5014 Poplar, Memphis, Tennessee. Rates are stabilized for three years.^{1,3,4}

(1) Service Establishment Charge

	Nonrecurring Charge	36 Months Monthly Rate	USOC
(a) Per arrangement	\$462.00	\$-	NA
(2) Digital Local Channel			
(a) Per Channel	105.00	105.00	D1GLC
(3) Interoffice Channel			
(a) Each Channel (9-25 miles), Fixed Monthly Rate ⁵	100.00	75.00	1LNO2
(4) Interoffice Channel			
(a) Each Airline Mile (9-25 miles) or fraction thereof ⁶	-	12.00	1LNOB
(5) Service Establishment Charge, Per MegaLink® service channel			
(a) Each	575.00	-	NA

Note 1: If service is disconnected prior to contract expiration, the customer will be responsible for all termination charges.

Note 2: Tariff rates, charges, rules and regulations apply for MegaLink® as stated in B5.7.

Note 3: At the end of the contract, if service is not disconnected, the month-to-month rates in the existing tariff will be applicable.

Note 4: The rates and charges for any USOC desired by the customer or required for proper operation of the system and not listed preceding shall be as specified in this Tariff.

Note 5: The interoffice facilities are available at this time but not reserved by this request. Facility availability should be verified when the service is sold.